BENGALURU METROPOLITAN TRANSPORT CORPORATION

INVITES

TENDERS

FOR

SELECTION OF LICENSEE FOR SETTING UP OF EV BATTERY SWAPPING STATIONS AT OPEN SPACE OF BMTC OWNED LOCATION, ON LICENSE FEE BASIS (HIGHEST CHARGES).

CHIEF TRAFFIC MANAGER (COM),
BMTC, K H Road, Shanthinagar, Bengaluru – 560 027

Telephone No: 080-22537575
e-mail: ctmc@mybmtc.com Web-site: https://mybmtc.karnataka.gov.in

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NOTICE INVITING TENDER (NIT)

FOR

SELECTION OF LICENSEE FOR SETTING UP EV BATTERY SWAPPING STATIONS AT OPEN SPACE OF BMTC OWNED LOCATION

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in)

Tender Reference No: [32/2025-26] Dated: [03/02/2026]

Date and time of and availability of Tender Document	From [03.02.2026] to [03.03.2026] upto 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in
Last date for submission of online Tenders on Karnataka Public Procurement Portal	On [03.03.2026] upto [17:00] IST
Date and Time for opening of Technical & Financial Tender on the Karnataka Public Procurement Portal	05.03.2026 at [11:30] IST
Validity of Tender	90 days from the last date for submission of Tender
Selection basis	H1 (Highest monthly LF quoted)
Period for License	3 years extended by the 3 years on mutual acceptance.
Address for Communications	Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation, K H Road, Shanthinagar, Bengaluru - 560027.

TERMS AND CONDITIONS FOR SELECTION OF LICENSEE FOR SETTING UP OF EV BATTERY SWAPPING STATIONS AT BMTC OWNED LOCATIONS.

PREAMBLE

BMTC has planned to facilitate the battery swapping stations at various bus stands in view of encouraging the eco-friendly environment. Broadly this tender envisages installation and operating and maintaining the battery swapping stations by the selected licensee at **various Bus stands of BMTC in Bengaluru on License fee basis**.

INSTRUCTIONS TO BIDDERS

1) The Tenderer shall pay the Licensor a Monthly License Fee during the Period of License. The License Fee quoted by the Tenderer shall constitute the sole criteria for evaluation of Financial Bids. Tenderer quoting the Highest License Fee will be selected as the Licensee.
2) The quoted Monthly licensee fee includes applicable GST.
3) The Licensee should check the proposed location of the battery swapping stations and also to ensure that it meets all the criteria for establishing a battery swapping station before applying/ participating for tender.
4) Bids shall remain valid for a period of 90 days after the last date for tender submission. The Tenderer shall not withdraw or revise the Tender during this period. In case any tenderer reviews or withdraw his tender during this period, the amount paid by the bidder (EMD/SECURITY DEPOSIT) shall be forfeited.

I. PRE-QUALIFICATION CRITERIA:

1) Eligible Tenderer

For determining the eligibility of Tenderer, the following conditions are required to be satisfied:

i. The Tenderer should have the following:
   a. Registration under the Goods and Service Tax (GST)
   b. Registration under Employees' Provident Funds and Miscellaneous Provident Act.
   c. Registration under Employees State Insurance Act.
   d. Registration Permanent Account Number (PAN).
   e. Registration of Department of Labour
   f. Income Tax Returns for any 01 (one) year of last 03 (three) Financial years.

ii. The Tenderer shall be a:
   a. Original Equipment Manufacturer
      Or
   b. Original Equipment Supplier
      Or
   c. Manufactures of EV Battery/EV vehicles and those who are having experience with installation /distribution /Maintenance for any type of EV battery /EV vehicles are eligible.

iii. The Tenderer should not have been blacklisted or be under order of debarment for last 2 years as on the date of Notice Inviting Tender by any Govt. or Public Sector Undertaking.

iv. Tenderer should not have been terminated during the last two years as on the date of submission of proposals for this tender due to non-fulfilment of contractual obligations as evidenced by imposition of penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.

v. The Tenderer shall be a firm registered under Companies Act 2013/Partnership act/LLP 2008/ proprietorship Firm under the relevant statutory law.

2) Technical Capacity:

The Tenderer should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer should have successfully carried out atleast 10 Number of operation and maintenance of Battery swapping stations in any one 1 year out of the last 5 (Five) completed Financial Years (i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) preceding the Last Date for submission of Tenders.

3) **Technical Tender documents** shall comprise of scanned copy of all pre-qualification information about the Tenderer namely;
   i. Letter of Tender in the format prescribed at **Tech Form- 1**.
   ii. Details of Tenderer in the format prescribed at **Tech Form - 2** along with supporting documents
   iii. Technical Capacity of the Tenderer in the format prescribed at **Tech Form- 3** along with supporting documents
   iv. Power of Attorney for Signing of Tender in the format prescribed at **Tech Form-4**;

4) Earnest Money Deposit (EMD)

a. The EMD to be paid through online through E procurement portal.

b. The Earnest Money Deposit of the licensee will be adjusted towards Security Deposit. EMD do not carry any interest.

II. EVALUATION & OTHER CRITERIA:

1) **Evaluation Criteria*:***
   - Selection will be based on the Highest Bid (H1) received per month including GST subject to fulfilment of Pre-qualification criteria set out. The financial offers of those who are qualified in the Technical Bid will only be opened and considered for selection.
   - Bidders may quote rates for all or selected locations separately.

2) **Period of Contract:** 3 years from the effective date of agreement extendable for further period of 3 years on mutual consent.

3) **Levies & Taxes*:*** The bidded rate is inclusive of GST. The Licensee shall bear and pay all other taxes including fines/penalty attributable or default of licensee and thereof which are now or may at any time after or during the contract, be assessed, charged or imposed in respect of the business or any part thereof.

4) **Payment*:*** The License Fee should be paid on completion of the each month i.e., on or before of 5th of succeeding month. In case of delay or part payment of license fee, licensee is liable to pay simple interest at 2% per month & delay in the payment of goods & service tax licensee is liable to pay penalty 24% GST per annum. For nonpayment of license fee by the Licensee for a consecutive three months or nonpayment of arrears amount equivalent to three months license fee the licensor reserves the right to terminate the contract and to forfeit the security deposit.

5) **Security Deposit:**

a) The Licensee shall furnish Security Deposit for an amount of 11 times the monthly license fee. The Licensor will refund the Security Deposit without any interest after deducting the amounts due to Licensor by the Licensee on account of any default in payments. The Licensee has to replenish Security Deposit every year considering the escalation of the License Fee over the previous year's License Fee. The Security Deposit shall be appropriated against breach of this License Agreement or for recovery of Licensee Fee/ Penalty. The balance remaining out of the Security Deposit shall be returned without interest to the Licensee after deducting the dues if any.

b) Within 21 (Twenty one) days from the date of receipt of LOA from the Licensor and pursuant to SCLA, the licensee shall furnish the Security Deposit and enter into the agreement for the amount specified in accordance with the Special Conditions of License Agreement

6) **Escalation***:* There shall be escalation of license fee annually (calendar year) at 10 % w.e.f. 1st of January every year over the license fee of the previous year. However, in the first Year of agreement the escalation in the license fee shall be limited @ 1% per month for every each completed month up to 31st December subject to maximum of 10 % and subsequently every year during January month.

7) **Technical Requirements/Specifications:** The licensee should provide standard required supplies & key professionals for maintenance of the stations :

i. Licensee shall obtain required /necessary sanction from the authorities at his own cost. BMTC will give only NOC's in this regard.
ii. The necessary cabling work for the swapping station location has to be carried out by licensee at their own cost.
iii. All necessary directives of E&M/O&M by authorities may strictly be followed considering the safety/ security issue.
iv. For any concession on electrical power/energy tariff, the licensee shall liaison directly with BESCOM, BMTC will provide required requisition letters/NOC as required.

8) **Licensor's Right to Accept Any Tender and to Reject Any or All Tenders**

The Licensor reserves the right to accept or reject any Tender or all Tenders, and to annual selection process and reject all Tenders at any time prior to the award of License, without thereby incurring any liability to the affected Tenderer or any obligation to inform the affected Tenderer of the grounds for the Licensor's action and such action also caused to be published in the Karnataka Public Procurement Portal.

9) **Licensor's right to vary Quantities during the Contract period**

The Licensor reserves right to increase or decrease upto 25% of space at each particular location. The area notified in the tender is only an indicative & a license fee chargeable is on the actual measured area and will be jointly measured by BMTC Civil Dept and successful bidder on completion of works at site.

10) **Electricity charges for Maintenance of the E V Charging Station**

- The required power supply for the battery swapping stations have to be availed by the licensee under EV tariff LT6(C) Tariff either through a separate connection from BESCOM or through a sub meter from the Bus stand connection which shall be billed by BESCOM depending on availability of power supply.
- All charges, including statutory charges required for availing power supply from BESCOM shall be borne by the licensee. Liasoning with Government Department for availing power connections shall be carried out by licensee.
- BMTC shall provide requisite NO objection Certificate, if required for availing power connection.
- All the infrastructure works required for availing power supply from BESCOM shall be carried out by the licensee taking due care not to damage the building and premises of BMTC bus stand. In case damages occur, the same shall be rectified by the licensee at his own cost.
- Monthly electricity bills issued by BESCOM shall be paid by the licensee in time to avoid disconnection.

11) The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days from the received date of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the agency and the licensee/agency will not be permitted to participate in any of the tenders of BMTC for a period of two (2) years from the date of such black listing.

12) The commercial offer/financial bid shall be quoted location wise including GST. The bid price shall be in rupees per month.

III. SCHEDULE OF WORK:

1) **PROJECT SITE DETAILS**

BMTC is desirous of providing space for battery swapping stations at various locations is provided in **ANNEXURE-I.**

2) **SCOPE OF WORK**

a. BMTC shall provide only space (Open/Built) on as is where is basis.

b. The Licensee shall obtain all necessary approvals and certifications required under law for the conduct of its business and shall be acquired before the start of the business activity. Further, the licensee acknowledges that should there be any liabilities arising out of the non- procurement of such approvals as mandated by the laws of civic, state and national competent authorities, such liabilities shall be on the licensee alone and the licensee shall keep the licensor and their property and premises indemnified and free of any such lien or liability.

3) **The solution shall include provisions of battery swapping stations:**

The licensee shall use the Premises in a reasonable and prudent manner (subject to normal wear and tear), and without causing any damage to the Premises other than those caused by normal wear and tear and damage caused by fire, flood, earthquake or other act of god, or riots, civil commotion or any cause beyond the reasonable control of the licensee.

4) **EV BATTERY SWAPPING Station:**

a. The Licensee shall at its own costs with prior intimation to the licensor install fixtures, fittings, electrical installations, equipment and all other conveniences as the licensee may think fit for or in connection with the full use, occupation and enjoyment of the Premises without any structural alterations. Any proposed improvements in the Premises shall be given in writing to the licensor in advance and after receiving consent for the same, the licensee shall start the required works. On termination of this contract, the licensee shall remove the same at its own cost and expense. However, any damage caused to the Premises, while so removing the furniture/installation shall be made good to its original condition by the licensee.

b. The licensee shall obtain approval prior to installation of equipments/shelter/kiosk for which necessary drawing details has to be submitted to BMTC commercial department for concurrence.

c. The operation/Maintenance and safety and security of the kiosk is the responsibility of licensee and BMTC will not be held responsible for any acts or deeds on this account.

d. The licensee shall be entitled to store all its goods, belongings, chattels, articles including batteries for its purpose in the premises allotted & no vehicles shall be allowed into the non allotted premises for battery swapping.

IV. GENERAL CONDITIONS OF LICENSE AGREEMENT

1) **TAXES & DUTIES:**

All taxes, duties and required permission for establishing & running of EV Battery swapping stations shall be the responsibility of the bidder.

2) **GENERAL OBLIGATIONS**:

a. Pay all utility charges (including electricity consumption or any other charges, if applicable) relating to the successful operation and maintenance of the Project Facilities.

b. The Licensee employees will not pass on any liability or damages or losses on to the licensor. Any self-inflicted or incidental damages (physical, mental) to licensee staff, arising in the premises will be addressed by the licensee and licensor will have no liability on the same. Any damages or harassment or nuisance caused by licensee staff or to any other person within or outside or in the vicinity of the premises will be solely licensee responsibility, including any financial, judicial or other implications. Licensor will be free from such unwarranted situations and will not have any liability towards

anyone. It is expected that the licensee demonstrates peaceful management and operations at all times.

c. The licensee shall be responsible for carrying out, at its own cost, all major repairs such as leakage in electricity or any damage to the structure of the premises as well as the forties building as may be required. In the event licensee fails to carry out any such repairs licensor has the right to claim the expenses from security deposit or licensee should incur the expenses.

d. The Corporation shall not be responsible or liable to pay any compensation for any death or injury (simple or grievous) sustained by any person, including employees, workmen, or representatives engaged by the Licensee, as well as customers, passengers or any public, arising out of or in connection with the installation, operation, maintenance, malfunction, fire, explosion, blast, electrical short circuit, battery failure, or any other incident related to the EV swapping station or anywhere within the bus stand premises and in the vicinity of the premises. The Licensee shall be solely liable for all such incidents and shall bear all costs, expenses, and compensation arising therefrom, and shall indemnify and hold harmless the Corporation against any claims or liabilities in this regard.

e. The Licensee shall ensure that vehicle and passenger movement is not hindered at any time during the agreement period.

3) **SPECIFIC OBLIGATIONS:**

a. The Licensee shall not lease, mortgage, assign, transfer or create any lien or Encumbrance on the whole or any part of the Project Facilities.

b. No advertisements should be displayed within or outside the premises except company name & logo and the business carried out in the premises.

c. The Usage of space pertaining to Advertisement lies with BMTC.

d. If the licensee fails to perform as per the terms & conditions or fails to pay license fee for consecutive three months the license granted will be terminated and the damages/arrears will be recovered at risk and cost of the Licensee from the Security deposit amount. If dues amount crosses more than 3 months license fee, Licensor reserves right to terminate the license by forfeiting security deposit.

e. Smoking shall be prohibited throughout the premises.

f. The Licensee shall not engage child labour & should follow all the necessary guidelines of Labour Department.

g. The licensor ensures that the licensee is allowed to use the premises of the property & if any document found fraudulent in terms of the approval of the property, submission of documents, misrepresentation of facts submitted by licensee., the licensee shall coordinate with the relevant authorities to get the problem rectified within 48 hours, failing which the licensee shall have the right to terminate the contract besides forfeiting the security deposit.

4) **CONTROL & MONITERING:**

i. To ensure the safety and security at Premises, BMTC mandates that the licensee having battery swapping stations at BMTC premises must have IP54 compliant chargers. Hence, licensee shall ensure that Battery chargers which shall be installed at Premises are compliant with IP54 ratings.

ii. To ensure the safety and security at the Premises, BMTC mandates that all the licensees having battery swapping stations at BMTC premises must have AIS156 or UNR136 compliant batteries. Hence, licensee shall ensure that the batteries deployed at the Premises shall be compliant with AIS156or UNR 136.

iii. The Licensee shall ensure the regular maintenance and supervision of battery swapping system and batteries to ensure safety at the Premises.

5) **TERMINATION *NOTICE*:**

i. The Licensee shall not terminate this License Agreement before the completion of 1(One) year from the Effective Date. In case of violation of terms & conditions BMTC reserves the right to terminate the license & forfeit the entire Security Deposit.

ii. In the event of the licensee desires to terminate the license after one year, he may do so by giving 03 (three) months notice in advance without keeping any dues OR by paying an amount equivalent to 3 (three) months license fee to the Corporation.

iii. The Licensor shall reserve the right to terminate the agreement by giving two month notice without assigning any reasons. In such case dues if any would be deducted from the Security Deposit and the balance would be refunded to the licensee.

iv. The Licensee is not allowed to sub-lease or utilize the space for any purpose other than the EV swapping stations. In case of violation the licensor reserves the right to forfeit the entire security deposit.

v. If the due amount paid by Licensee exceeds 3 (three) times of the License Fee; the Licensor shall be entitled to terminate this License Agreement forfeiting the security deposit.

6) **Notices:**

Any notice, request or consent made pursuant to this Contract shall be in written and in English or Kannada language and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or Whatsapp or email to such Party at the address specified in the SCC.

7) **Liability for other Losses, Damages etc.**

The Licensor shall not be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any activity of maintenance /operation of E V Charging station Force Majeure Event.

8) **PENALTY:**

- The Licensee shall carry out the services required as per contractual obligations based on performance indicators and measurements thereof. In case of any default, a penalty shall be levied. The amount towards penalties, if any shall be paid additionally along with the monthly License Fee by the Licensee.
- The licensee should vacate an unauthorized use of extra space immediately after receiving first notice. In case an extra space used by licensee at first instance a penalty of 1.5 times of Monthly license fee on pro rata charges shall be levied. On second instance the same as above shall be levied in addition BMTC shall have the right to terminate the contract & forfeit the security deposit.

9) **EXIT CLAUSE:**

a) Licensee shall carry out joint inspection with BMTC before the end of Contract period and take remedial measures for defects discovered if any, and to correct them and handover the site in correct manner back to BMTC. BMTC will not pay any extra cost for this. Any damages found shall be recovered from Security deposit.

b) The licensee shall remove all his belongings from the place given to him immediately on revocation or termination of the license. If the licensee fails to remove within i.e.,

- 7 days of revocation or termination, the monthly licensee fee of 25 % shall be levied with other applicable taxes.
- 7 to 15 days of revocation or termination, the monthly licensee fee of 50 % shall be levied with other applicable taxes.
- 15 days to 1 month of revocation or termination, the monthly licensee fee for a month shall be levied with other applicable taxes.

Note: If the licensee fails to remove the structures even after a month in that event the licensor may remove all such belongings and may auction them at the cost of the licensee and adjust dues if any.

10) **GESTATION PERIOD:**

Rent free gestation period of 01 (one) month. The payment of license fee commences after completion of gestation period or from the date of commencement of the business whichever is earlier.

11) **DISPUTE RESOLUTION:**

a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement, same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.

b) Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City Courts only.

12) **Indemnity**

The Licensee has to indemnify the licensor, against all claims, damages or compensation. The Licensee shall comply with and adhere to all applicable laws, rules & regulations, circular, orders that are applicable in the contract. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any consequences & loss resulting arising at the operation /maintenance of E V Charing station from violation of any applicable laws.

13) **INSURANCE:**

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages of changing casualties & comprehensive insurance. BMTC shall not be responsible for any of the staff and other insurance.

a) Evidence of Insurance

The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

V. SPECIAL CONDITIONS OF LICENSE AGREEMENT

Clause Reference	Description
	The Effective Date of the License Agreement shall be date mentioned in the agreement.
II. Evaluation & other criteria (2)	The License Period shall be for a period of 3 (Three) years from Effective Date and extendable by the Licensor for an additional period of 3 years on mutual consent.
II. Evaluation & other criteria (3)	The bidded rate is inclusive of GST. The Licensee shall bear and pay all other taxes including fines/penalty attributable or default of licensee and increases thereof which are now or may at any time after or during the contract, be assessed, charged or imposed in respect of the business or any part thereof.
II. Evaluation & other criteria (6)	During the License Period, there shall be annual escalation of 10 (ten) % every calendar year w.e.f. 1st of January every year over the license fee of the previous year. However, in the first Year the escalation in the license fee shall be limited @1% per month for every completed month up to 31st December subject to maximum of 10 % and subsequently in the same manner during the extension of this License agreement, if any.
II. PQ criteria (5)	The Licensee has to furnish security deposit for an amount of 11 times of License Fee, 6 times of security deposit in the form of cash and another 5 times shall be in the form of Bank Guarantee. The security deposit shall be made through online payment methods like NEFT/ RTGS or in the form of DD drawn in favour of CAO FA BMTC. While NEFT/ RTGS transaction the licensee should mandatorily mention his/her Name, bus station & month also the same shall be submitted in written to Accounts department BMTC Central office. The Security deposit is liable to be forfeited either in full or in part if the Licensee fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The Security deposit does not carry interest. The Security deposit will be refunded only after the successful completion of

	contract period or termination of contract duly recovering the dues to the corporation, if any. The Licensee has to replenish the Security Deposit whenever there is an escalation of the License Fee during the Agreement Period.
II. Evaluation & other criteria (11)	**Electricity charges for Maintenance** ➢ The required power supply for the battery swapping stations have to be availed by the licensee under EV tariff LT6(C) Tariff either through a separate connection from BESCOM or through a sub meter from the Bus stand connection which shall be billed by BESCOM. ➢ All charges, including statutory charges required for availing power supply from BESCOM shall be borne by the licensee. Liasoning with Government Department for availing power connections shall be carried out by licensee. ➢ BMTC shall provide requisite NO objection Certificate, if required for availing power connection. ➢ All the infrastructure works required for availing power supply from BESCOM shall be carried out by the licensee taking due care not to damage the building and premises of BMTC bus stand. IN case damages occur, the same shall be rectifies by the licensee at his own cost. ➢ Monthly electricity bills issued by BESCOM shall be paid by the licensee. ➢ The charges of existing month shall be promptly paid within 30th of next month. In case of delay and part payment shall lead to penal interest at 2% per month.

FORM OF LICENSE AGREEMENT

This Agreement (hereinafter called the **"License Agreement"**) is made on the _____ day of the month of _____, 20___.

BY AND BETWEEN

Bengaluru Metropolitan Transport Corporation having their office at Traffic & Transit Management Centre, K H Road, Shantinagar, Bengaluru – 560027 (hereinafter referred to as "BMTC" or "**Licensor**") represented by Chief Traffic Manager (Com) which shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

M/s. _____, having its registered office at _____ (hereinafter referred to as **"Licensee**") represented by *[Name of the Authorized Signatory], [Designation]* which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and permitted assigns) of the OTHER PART;

(Licensor and Licensee are hereinafter collectively, as the context may permit, referred to as the "Parties" and individually as the "Party".)

WHEREAS

a. The Licensor has invited the Licensee to undertake operation and maintenance of EV BATTERY SWAPPING stations .....Bus Station, Bengaluru as defined in the General Conditions of License Agreement attached to this License Agreement (hereinafter called the "**License**");
b. The Licensee, having represented to the Licensor that they have the required professional skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this License Agreement for a License Fee of INR.____/- (Rupees _____Only) (hereinafter called as the "**License Fee**");

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-

I. TERMS AND CONDITIONS:

1. This contract period will be in force for 3 **(**Three**)** years from the **____ (effective date)** day of **_____** and the said contract period is extendable by 3 years on mutual consent.
2. The said licensee is selected by the Licensor for the above License fee. The monthly license fee is subject to annual escalation of 10 (ten) % every calendar year w.e.f. 1st of January every year over the license fee of the previous year. However, in the first Year the escalation in the license fee shall be limited @1% per month for every completed month up to 31st December subject to maximum of 10 % and subsequently in the same manner during the extension of this License agreement, if any.
3. The Licensee deposited an EMD amount of Rs.**_____(In words)** during the tender through NEFT accounted under BMTC receipt no**:** 00000 Dt: DD.MM.YYYY shall be treated as the part of Security Deposit. The balance Security Deposit of Rs._____ (In words) is paid through NEFT accounted under BMTC receipt no: 000000, Dt: DD.MM.YYYY. The Security Deposit will not carry any interest. The Security deposit will be refunded after successful completion of the agreement after adjusting the dues payable if any to BMTC.
4. The details of the monthly license fee for every year payable by the licensee is as detailed below.

Year	Period	License Fee Payable per month in Rs (Excl. GST)
Beginning Year	DD.MM.YYYY to 31.12.YYYY	
January YYYY	01.01.YYYY to 31.12.YYYY	
January YYYY	01.01.YYYY to 31.12.YYYY	

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form and be read and construed an integral part of this License Agreement:
    a. The General Conditions of License Agreement (hereinafter called “GCLA”);
    b. The Special Conditions of License Agreement (hereinafter called “SCLA”);
    c. Schedule of Work: III
    d. The following schedules:
    Schedule A: Notification of Award/Letter of Allotment
    Schedule B: Any modification, addendum or corrigendum

2. The mutual rights and obligations of the Licensor and the Licensee shall be as set forth in the License Agreement, in particular:

    a. The Licensee shall carry out the Project, make payments to the Licensor in accordance with the provisions of the License Agreement; and
    b. The Licensor shall provide all necessary support to the Licensee for providing the required Services in accordance with the provisions of this License Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF BMTC	FOR AND ON BEHALF OF [NAME OF LICENSEE]
By	By
(Signature and Designation of the Authorized Representative of the Licensor)	(Signature and Designation of the Authorized Representative of the Licensee)
Witness	Witness
1.	1.
2.	2.

VI. SUBMISSION OF TECHNICAL FORMS

TECH FORM-1 Letter of Tender

[To be submitted on the letterhead of the Tenderer]

Dated:

To

The Chief Traffic Manager (Com),
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

Dear Sir,

Sub: **Tender for Selection of a Licensee for Operation and Maintenance of EV BATTERY SWAPPING stations at .....Bus Station, Bengaluru**

1 With reference to your Tender document dated_____, I/We, having examined the Tender Documents and understanding their contents, hereby confirm that I/we have no reservations to the Tender Documents, including Addenda issued in accordance with Instructions to Tenderer(s) (ITT).

2 I/ We acknowledge that the Licensor will be relying on the information provided in the Tender submitted by us and the documents accompanying the Tender for selection of the Licensee for the aforesaid Service, and I/ We certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Licensor any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Licensor to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/ We certify that I/ We have not been blacklisted during last 2 years as on the last date

for submission of Tenders.

6 I/We declare that in the last 2 (two) years I/We have not been terminated, as on the date of submission of proposals for this tender due to non-fulfilment of contractual obligations as evidenced by imposition of penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.

7 I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt.

8 I/ We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may received nor to invite the Tenderer(s) to Tender for the Services, without incurring any liability to the Tenderer.

9 I/ We believe that we satisfy the Pre qualification Criteria (Technical Capacity and Financial Capacity) and meet the requirements as specified in the Tender Document.

10 In the event of me/ us being declared as the Licensee, I/ We agree to enter into a License Agreement in accordance with the draft that has been provided by the Licensor. I/ We agree not to seek any changes in the aforesaid draft License Agreement and agree to abide by the same.

11 I/ We have studied all the Tender Documents carefully and also are aware of the site where the services are required to be provided. I/ We understand that except to the extent as expressly set forth in the draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Licensor or in respect of any matter arising out of or relating to the selection process including the award of the License.

12 [I/ We offer an Earnest Money Deposit of [INR _____/-] (Rupees _____ only) for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.

13 The License Fee has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft License Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.

14 I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

15 I/ We shall keep this offer valid for 90 (Ninety) days from the last date of submission of Tenders as specified in the Tender Document.

16 I/ We agree to be bound by this offer if we are the Licensee for the aforementioned Service.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours

Faithfully,

Date: **(Signature of the Authorised Signatory)**

Place: **Name and seal of Tenderer**

TECH FORM – 2 Details of the Tenderer

[To be submitted on the letter head of the Tender]

1. **Tenderer Details**

   (a) Name:
   (b) Country of incorporation:
   I Corporate Identity Number:
   (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (e) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
   (f) Date of incorporation and/or commencement of business:

2. **Bank Details**

   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code

3. Brief description of the Tenderer including details of its main lines of business and proposed role and responsibilities in these Services:

4. Details of individual(s) who will serve as the point of contact/communication for the Licensor :

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:/whatsup no.

5. Particulars of the Authorised Signatory of the Tenderer & The following information shall also be provided for each Member of the Consortium:

(a) Name:
(b) Designation:
I Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:
(g) Fax Number:
(h) Mobile:

6. Taxation Registrations:

(a) PAN number:
(b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc):
(c) GSTIN number:.....in Consignor and Consignee States
(d) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

7. The following information shall also be provided:

Sl.No	Criteria	Yes	No
1	Has the Tenderer not been blacklisted/debarred during last 2 years by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.		
2	If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender.		

8. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note:

Tenderer shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

Signature of Tenderer with Date and Official Seal

(Name and Designation)
Duly authorized to sign the Tender on behalf of
(Name & address of the Tenderer and Seal of the Company

TECH FORM – 3 Technical Capacity of the Tenderer

[To be submitted on the letterhead of the Tender]

Sl No	Place of Service	Name, Address & Telephone No: of the Licensor	No. of EV stations	Details of proof submitted (Work Order /Completion certificate)	Duration of Services Provided		Licensor References (Name, Designation, Contact No., Email ID)	Amount of Agreement (in INR Lakhs)
					Start Date (Month/Year)	Completion Date (Month/Year)		

[Insert as many rows as required for accommodating the Licensor list

General Instructions:

1. The Service cited must comply with the eligibility criteria specified in Clause 5.1 (A) of the ITT.
2. Along with the above format and information, the Tenders for demonstrating the Technical Capacity as provided in Section I (2) of the ITT is required to submit the supporting documentary proofs for above details.
3. The list above is indicative only, Tenderer may attach more documents as required to showcase its past performance.

Signature of Tenderer with Date and Official Seal

(Name and Designation)
Duly authorized to sign the Tender on behalf of
(Name & address of the Tenderer and Seal of the Company

Note:
In case of any discrepancy found in the certificates, the information would be considered inadequate and could lead to exclusion of the relevant service in evaluation of experience criteria.

TECH FORM – 4 Power of Attorney for Signing of Tender

[To be submitted on INR 200 rupees Non-Judicial Stamp Paper]

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for "**Selection of a Licensee for Operation and Maintenance of EV BATTERY SWAPPING stations at _____Bus Station, Bengaluru "**, proposed by the Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation (the "**Licensor**") including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer's pre-bid conferences and providing information/responses to the Licensor, representing us in all matters before the Licensor, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Licensor in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the License Agreement with the Licensor.

AND
we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For_____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

Notes:
The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.

Annexure-I

BMTC is desirous of providing space for battery swapping stations at following locations.

Sl. No	Bus station	Area in Sq.Ft	Land Markings
1.	Vivekanagara	250	Parallel to the bus station
2.	Domluru TTMC	250	Right side of TTMC & adjacent to park
3.	Jeevanbheemanagar	250	Backside of the bus station
4.	Yelahanka New town	120	Left side of bus station joined to compound, West side facing the road
5.	Vidyaranyapura	120	Left side of bus station ATM counter facing the road
6.	Chikkamaranahalli	120	Towards exit gate of bus station adjacent to the second pillar from cornered compound facing the road.(Metal structure to be removed)
7.	Malleshwaram 18th cross	120	Opposite to bus station toilet complex
8.	Shantinagar	120	Backside of the ATM counter towards bus station platform 1
9.	Channammanakere Acchukattu	120	Vacant land (left side) adjacent to Refreshment room joined to the bus station compound
10.	ISRO layout	120	Left side of entrance of bus station & star bazaar facing the road
11.	Chikkalasandra	120	Towards left side of bus station joined to road (Barriers needs to be installed in a distance of one feet in front)
12.	Laggere	120	When Viewed from bus station opposite, towards right side of the bus station corner (entrance) joined to compound
13.	Nagarbhavi	120	Towards right side of main building & front of ground water reserve

Sd/-
Chief Traffic Manager (Com)
Tender Inviting Authority

Annexure-II

The details of Place, Area & EMD are as below

Sl.No	Name of Bus Station	Area in Sq.Ft	ELF including GST	EMD in Rs.
1.	Vivekanagara bus station	250	26,439	17,627
2.	Domluru TTMC bus station	250	43,741	29,161
3.	Jeevanbheemanagar bus station	250	37,767	25,179
4.	Yelahanka New town	120	16,926	11,284
5.	Vidyaranyapura	120	23,398	15,598
6.	Chikkamaranahalli	120	25,898	17,266
7.	Malleshwaram 18th cross	120	36,847	24,565
8.	Shantinagar	120	32,707	21,805
9.	Channammanakere Acchukattu	120	9,764	6,509
10.	ISRO layout	120	14,184	9,457
11.	Chikkalasandra	120	9,027	6,018
12.	Laggere	120	18,424	12,283
13.	Nagarbhavi	120	13,819	9,212

Note: The Licensee shall quote the licensee fee per month for each bus stations individually.

Sd/-

Chief Traffic Manager (Com)
Tender Inviting Authority